

PYLE, ROME & LICHTEN, P. C.

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October 1, 1999

**Dr. Richard Beauchesne
7 Valyn Lane
Wilmington, MA 01887**

Dear Mr. Beauchesne:

Enclosed is a fully executed copy of the agreement.

Very truly yours,

-Warren H. Pyle

AGREEMENT

Dr. Richard Beauchesne and Emmanuel College (the "College") settle all matters pertaining to Dr. Beauchesne's employment by the College and the termination of that employment, as follows:

1. With this agreement, Dr. Beauchesne confirms his voluntary retirement from the College effective August 31, 1999. This agreement supercedes the May 11, 1999 retirement agreement signed by Dr. Beauchesne and the College represented by Sr. Janet Eisner, President of the College.

2. Effective with his voluntary retirement, as described in #1 above, Dr. Beauchesne will be granted by the College the title and rank of Professor Emeritus with all the rights and privileges thereunto pertaining. Furthermore, Dr. Beauchesne's name will

be included along with the other Professors Emeritus in all the College's publications, where this is the College's custom, such as in the College's yearly Academic Catalog.

3. For the Academic year September 1, 1999 through August 31, 2000, on a monthly basis method of payment, the College shall continue Dr. Beauchesne's full professor salary and all monetary benefits pertaining to said rank (including health insurance and TIAA-CREF continuation).

4. Dr. Beauchesne represents that he has filed no charge or complaint of discrimination against the College with the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, or any other state or federal agency.

5. In consideration of the General Release and Waiver

of Claims and Covenant Not to Sue set forth in paragraph 6, the College agrees to pay to Dr. Beauchesne on or before September 1, 2000, the total sum of Fifteen Thousand Dollars (\$15,000), less legally required deductions, and to pay to Dr. Beauchesne on or before September 1, 2001, the total sum of Fifteen Thousand Dollars (\$15,000), less legally required deductions.

6. General Release and Waiver of Claims and Covenant Not to Sue. In consideration of the special benefits which he will receive pursuant to this Agreement, Dr. Beauchesne hereby releases, waives, and discharges any and all claims, causes of action, charges, rights, or grievances (hereafter collectively "claims") which he has had, now has, or may have, under any agreement, statute or otherwise, including without limitation all employment contracts,

employment policies, faculty handbooks, contracts of tenure or any other contracts, the federal Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, the Massachusetts Fair Employment Practices Act, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, all as they may from time to time be amended, and all other federal and state laws pertaining to employment, arising out of or relating to Dr. Beauchesne's employment by the College or the termination of that employment; and Dr. Beauchesne hereby covenants and agrees with the College and its past, present and future trustees, officers, employees, agents and all persons acting in concert with them, that neither he nor any representative will ever assert in any forum any claims as to which this covenant may lawfully be applied.

7. Dr. Beauchesne acknowledges that he has read this Agreement, that he understands its provisions, that the College has advised him to consult with an attorney prior to executing it and that he has consulted with his attorney prior to executing it, that he has been given a period of at least twenty-one (21) days in which to consider it, and that it is knowing and voluntary.

8. For a period of seven (7) days following the execution of this Agreement, Dr. Beauchesne may revoke this Agreement, and this Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired.

DR. RICHARD J. BEAUCHESNE /
9/9/99

EMMANUEL COLLEGE / S. Janet
Eisner / September 19, 1999